

EXHIBIT E

<p>IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE AT GREENEVILLE</p> <p>JOHNSON CITY ENERGY AUTHORITY * d/b/a BRIGHTRIDGE, * Plaintiff/Counter-Defendant, * * CASE NO. VS. * 2:20-cv-00030 * UNITED TELEPHONE SOUTHEAST, LLC, * d/b/a CENTURYLINK, * Defendant/Counter-Plaintiff. *</p> <p>DEPOSITION OF STACY DEAN EVANS (Taken December 19, 2022)</p> <p>APPEARANCES: COUNSEL FOR BRIGHTRIDGE: STEPHEN M. DARDEN HUNTER, SMITH & DAVIS 100 Med Tech Parkway, Ste. 110 Johnson City, TN 37604 COUNSEL FOR CENTURYLINK: GARY L. EDWARDS BAKER DONELSON 602 Sevier Street, Ste. 300 Johnson City, TN 37604 ALSO APPEARING: JEFF DYKES (by telephone) Chief Executive Officer BrightRidge</p> <p>COURT REPORTING AND VIDEO SERVICES P. O. Box 7481 TELEPHONE: (423) 230-8000 Kingsport, TN 37664 REBECCA@COURTREP.NET</p>	<p>1 INDEX OF EXHIBITS (cont.) 2 DEPOSITION OF STACY DEAN EVANS 3 4 EXHIBIT #12: Letter to Andy Ice from Stacy Evans dated 5 11/26/18, Bates stamped CL0076 - CL0077. 6 Page Introduced: 148 7 EXHIBIT #13: Letter to Andy Ice from Stacy Evans dated 8 12/18/18, Bates stamped CL0080. 9 Page Introduced: 150 10 EXHIBIT #14: E-mails dated 12/20/18, Bates stamped BR0072 - 11 BR0073. 12 Page Introduced: 152 13 EXHIBIT #15: E-mail dated 1/17/19, Bates stamped BR00131. 14 Page Introduced: 155 15 EXHIBIT #16: Letter to Andy Ice from Stacy Evans dated 16 3/1/19, Bates stamped CL00136 - CL00137. 17 Page Introduced: 161 18 EXHIBIT #17: E-mails dated 5/28/19, 5/22/19, Bates stamped 19 BR00322. 20 Page Introduced: 162 21 EXHIBIT #18: Five black and white photographs showing poles, 22 Bates stamped CL00141 - CL00145. 23 Page Introduced: 166 24 EXHIBIT #19: Version 1 - 8/29/18 joint use pole make-ready 25 discussions between CenturyLink and BrightRidge, Bates 26 stamped CL00497. 27 Page Introduced: 167 28 EXHIBIT #20: Version 2 - 8/29/18 joint use pole make-ready 29 discussions between CenturyLink and BrightRidge, Bates 30 stamped CL00492. 31 Page Introduced: 169 32 EXHIBIT #21: Version 3 - 8/29/18 joint use pole make-ready 33 discussions between CenturyLink and BrightRidge, with E- 34 mail dated 9/5/18, Bates stamped CL00413 - CL00416. Page Introduced: 169</p>
<p>1 INDEX OF EXHIBITS 2 DEPOSITION OF STACY DEAN EVANS 3 4 EXHIBIT #1: "Our History" taken from BrightRidge website. 5 Page Introduced: 51 6 EXHIBIT #2: "Location & Service" taken from BrightRidge 7 website. 8 Page Introduced: 71 9 EXHIBIT #3: BrightRidge Fiber Construction Make-Ready 10 PowerPoint dated 8/16/18, Bates stamped BR001375 - 11 BR001381. 12 Page Introduced: 76 13 EXHIBIT #4: Tennessee Comptroller of the Treasury letter to 14 Jeff Dykes dated 6/21/18. 15 Page Introduced: 80 16 EXHIBIT #5: Tennessee Comptroller of the Treasury regulations 17 for municipal broadband systems. 18 Page Introduced: 100 19 EXHIBIT #6: BrightRidge Broadband Division Executive Summary. 20 Page Introduced: 107 21 EXHIBIT #7: Curriculum vitae of Stacy D. Evans. 22 Page Introduced: 117 23 EXHIBIT #8: CenturyLink pole attachments and make-ready 24 discussions, Bates stamped BR0074. 25 Page Introduced: 127 26 EXHIBIT #9: E-mail from Stacy Evans, Bates stamped BR00132. 27 Page Introduced: 138 28 EXHIBIT #10: E-mails dated 9/12/18, 9/5/18, 8/31/18, 8/30/18, 29 Bates stamped CL0072 - CL0075. 30 Page Introduced: 144 31 EXHIBIT #11: E-mails dated 11/16/18, 11/12/18, 9/5/18, 32 8/31/18, 8/30/18, Bates stamped BR0008. Page Introduced: 148</p>	<p>1 CAPTION 2 3 The deposition of STACY DEAN EVANS was taken pursuant to 4 notice in the Johnson City, Tennessee law offices of Hunter, 5 Smith & Davis beginning at 8:58 a.m. on Monday, December 19, 6 2022, for use at any trial, hearing or proceeding involving 7 this matter, and for any purpose allowable by and pursuant to 8 the Federal Rules of Civil Procedure. 9 The witness was sworn by Rebecca Overbey, Licensed Court 10 Reporter in and for the State of Tennessee. It is agreed that 11 Rebecca Overbey, Licensed Court Reporter, may take this 12 deposition by electronic recording equipment; transcribe the 13 same to typewriting, using computer technology; and procure 14 the signature of the witness through counsel. 15 All other formalities are waived. 16 17 18 19 20 21 22 23 24 25</p>

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<p>1 STACY DEAN EVANS, the witness, having first been duly 2 sworn, testified as follows: 3 DIRECT EXAMINATION BY MR. GARY L. EDWARDS: 4 Q. Good morning, Mr. Evans. 5 A. Good morning. 6 Q. My name is Gary Edwards. I represent CenturyLink in a 7 lawsuit that has been filed against them by BrightRidge. 8 Of course, CenturyLink filed a countersuit, so we're here 9 today to ask you some questions about what you know. You 10 have been identified as a witness. Have you ever given a 11 deposition before? 12 A. I have not. 13 Q. Okay. So this will be the first -- the first time. Just 14 a couple of general guidelines. If you'll verbalize your 15 answers, because nods of the heads, uh-huhs, and huh-uhs 16 are hard for the court reporter to pick up. 17 A. Sure. 18 Q. Okay. And if at any time I ask a question and you don't 19 understand it, I'll ask you to -- you can ask me to 20 rephrase it and I will try to rephrase it for you. 21 Otherwise, I will assume that you understood my question. 22 Is that fair? 23 A. Yes. 24 Q. Okay. If you would, state your full name for the record. 25 A. Sure. Stacy Dean Evans.</p> <p>5</p>	<p>1 Q. Okay. To whom, if anyone, do you report at BrightRidge? 2 A. I report to our CEO, Jeff Dykes. 3 Q. Obviously, you're aware that BrightRidge has sued 4 CenturyLink in this action. Why did BrightRidge sue 5 CenturyLink? 6 A. We understood from the CenturyLink team that they had 7 planned to take legal action, and we basically said we 8 think we've got a good position here and we lobbied a 9 lawsuit. 10 Q. So you decided to take action first? 11 A. Correct. 12 Q. Okay. And when you say your legal team, who is that? 13 A. Hunter, Smith & Davis would be our attorneys. 14 Q. And that's the firm that's representing you in this 15 action? 16 A. Yes. 17 Q. And what is your understanding of the relief that 18 BrightRidge seeks in this action? 19 A. I don't know if I know all the details of what we've asked 20 legally. At the end of the day, we would like to be able 21 to continue offering our broadband services using the 22 joint use agreement that we have in place to attach to the 23 poles that are owned by CenturyLink, as well as our own. 24 Q. Do you like CenturyLink? 25 A. I have no problem with CenturyLink.</p> <p>7</p>
<p>1 Q. Mr. Evans, who is your current employer? 2 A. BrightRidge. 3 Q. And what is your job title at BrightRidge? 4 A. Chief broadband tech' -- chief broadband and technology 5 officer. 6 Q. As chief broadband and tech officer -- technology officer, 7 what are your job duties? 8 A. I manage the IT department that serves the majority of the 9 electric section of our business, and then also the 10 broadband department that deploys fiber-optic services and 11 fixed wireless to provide broadband telephone and video 12 services to our customers. 13 Q. How long have you been in that position? 14 A. June 4th, 2018. 15 Q. And when did you start with BrightRidge? 16 A. That was when I started, that date. 17 Q. So you have held the same title and same job duties? 18 A. Well, I did not have the IT portion of being the 19 technology officer initially. That was added on. I don't 20 have that date. I'll refer you to fall to my resume on 21 that date. 22 Q. Okay. And did you have any prior employment with 23 BrightRidge or any of its predecessors and interests such 24 as Johnson City Power Board? 25 A. I did not.</p> <p>6</p>	<p>1 Q. Okay. Do you think the 1980 agreement between Johnson 2 City Power Board and United Inter-Mountain Telephone 3 Company allows BrightRidge to make attachments in the comm 4 space of poles that CenturyLink owns? 5 A. Yes. 6 Q. Why? 7 A. I could cite from memory, because I'm very familiar with 8 the contract. I have worked with it in some form since 9 2002. But if you would like for me to provide an example, 10 I could spell those out if you have a copy of the 11 agreement, or I can do it from memory. 12 Q. I would just like you to do it from memory, please. 13 A. Okay. If you look at the second "whereas" in the 14 contract, it basically -- it basically spells out that 15 each company can judge their own character and use of the 16 circuits on the poles. This contract historically was 17 made as a boilerplate template that would be used by 18 Bristol Virginia Utilities, Elizabethton Electric, Bristol 19 Tennessee Electric at the time, Erwin Utilities, 20 Greeneville Light & Power, Holston Electric, all these 21 groups, and of course Johnson City Power Board. And its 22 intention was to not duplicate poles out there to make it 23 unsightly and, you know, a problem for the customers that 24 live in these areas, to take the poles owned by each party 25 so that we can jointly use those poles, so it wasn't made</p> <p>8</p>

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<p>1 to inhibit anybody from offering services. And it very 2 much says in that "whereas" that we can judge the use for 3 our own services, so it basically says we can do that. If 4 you go down to Article I, it spells out normal space used. 5 For the electric company, it defines the upper six foot 6 space for their use. There is a gap, typically 40 inches, 7 for safety space. And then it defines a four foot -- 8 excuse me -- a four foot space for the telephone company. 9 There's also, in that Article I right above those two 10 outlines of the normal space, there is an exception that 11 says if -- as long as it adheres to the National Electric 12 Code Requirements that one party can use space in the 13 other -- in the other normal space of the other, so it's 14 very spelled out right there. And in addition to that, 15 Article III talks about that we -- the normal use pole, we 16 can use any pole owned by the other party. Article VI 17 gives the process for requesting use of nonreserved space, 18 how we go about that, and there's an application fee 19 required, which BrightRidge applied before. If you go to 20 Article IX -- let me think about what it's got in there 21 for a second. One less thing you've got to remember. But 22 Article IX has got some information as well about 23 adjustments, attachments, and how those are to come about. 24 So, to me, it looks like the contract is very plain. And 25 again, this was interpreted the same way, the same</p> <p>9</p>	<p>1 involved in that particular agreement. 2 Q. Are there any beneficiaries to this 1980 agreement between 3 -- that originated from Johnson City Power Board and 4 United Inter-Mountain Telephone Company? 5 A. I don't know if I know the legal term beneficiaries and 6 how you're using it. Can you explain that? 7 Q. That's not a term you're familiar with? 8 A. I mean, I know beneficiaries if you've got a will and 9 you've got things like that, but I'm not sure what that 10 means in this context, if you could explain. 11 Q. Well, someone else that would benefit under this -- under 12 this contract between these two parties. Is there anyone 13 you can think of? 14 A. I mean, it's for the joint use of those two parties. I 15 can't think of anything offhand. 16 Q. Okay. 17 A. I guess, can I amend to that? 18 Q. Sure. 19 A. The benefit -- the benefit would actually be to the 20 property owners, the consumers, the people or residents of 21 this area because that means there's half the number of 22 poles out there, so there is a benefit there. I guess I 23 should have phrased it that way. 24 Q. So are you saying the consuming public is a beneficiary? 25 A. Absolutely.</p> <p>11</p>
<p>1 contract, minus the parties involved and names -- maybe 2 there's one redacted statement, I guess -- that was used 3 by Bristol Virginia Utilities when I was there. Basically 4 it was used from 2000 to the fall of 2018 when they sold 5 the communication division. 6 Q. Does that cover it? 7 A. I think that's a good basis, yes, sir. 8 Q. Now, who are the parties to the 1980 agreement between 9 Johnson City Power Board and United Inter-Mountain 10 Telephone Company. 11 MR. DARDEN: Objection to the form of the question. When I do 12 that, Mr. Evans, that does not mean I'm instructing you 13 not to answer. I'm just inserting an objection for the 14 record. 15 A. Sure. And your question again, who are the parties 16 involved in the 1980 agreement between... 17 Q. So my question is who are the parties to the 1980 18 agreement between Johnson City Power Board and United 19 Inter-Mountain Telephone Company? 20 A. Well, today, Johnson City Energy Authority doing business 21 as BrightRidge, that has been assumed, that contract, by 22 BrightRidge. The other party, I understand that was 23 United Inter-Mountain Telephone, has had multiple name 24 changes, but I think it's owned by Apollo Group or Connect 25 Holdings at this time. So those are the two parties</p> <p>10</p>	<p>1 Q. Would that be the consuming public there in the 2 BrightRidge service area? 3 A. Correct. 4 Q. When was the first time that you saw the 1980 agreement 5 between Johnson City Power Board and United Inter-Mountain 6 Telephone Company? 7 A. I started June 4th of 2018 there, so it would have been -- 8 it would have been probably in the month of late June or 9 early July time period when we were putting our plans 10 together for deploying the services. 11 Q. That would be late June or early July of 2018? 12 A. 2018, yeah. Now, if I can amend to that, I will say that, 13 again, it is a boilerplate from the one I worked with at 14 BVU from 2002 to 2018. 15 Q. Well, the question is when was the first time that you saw 16 the agreement between Johnson City Power Board and United 17 Inter-Mountain Telephone Company. 18 A. Yes. 19 Q. And was the first time that late June or early July of 20 2018? 21 A. That's correct. 22 Q. When was the first time that you sought legal advice 23 concerning the 1980 agreement between Johnson City Power 24 Board and United Inter-Mountain Telephone Company? 25 A. It would have been in the fall of 2018. I don't have an</p> <p>12</p>

<p>1 entitled to find out what expert opinions...</p> <p>2 A. Okay.</p> <p>3 Q. ...that you intend to offer in the litigation. So my</p> <p>4 question to you is what expert opinions have you</p> <p>5 formulated with regards to this case? And you have</p> <p>6 mentioned one, you said that the knowledge of previous</p> <p>7 organizations, such as BVU. Any other expert opinions?</p> <p>8 MR. DARDEN: Same objection.</p> <p>9 A. I mean, I have many other thoughts that probably will come</p> <p>10 out before the legal case, but I have not put time into</p> <p>11 thinking through all of those at this given time.</p> <p>12 Q. What documents, if any, do you rely upon in support of</p> <p>13 your expert opinions?</p> <p>14 A. As far as this case, the 1980 joint use agreement and</p> <p>15 proceeding amendments are the basis, primary basis.</p> <p>16 Q. I'm trying to make a list of the documents that you rely</p> <p>17 upon as an expert witness in this case. One of them that</p> <p>18 you just identified was the 1980 agreement between Johnson</p> <p>19 City Power Board and United Inter-Mountain Telephone</p> <p>20 Company. Are there any other documents?</p> <p>21 A. Definitely the same 1980 agreement between Bristol</p> <p>22 Virginia Utilities Board at that time and United Inter-</p> <p>23 Mountain Telephone Company.</p> <p>24 Q. Any others?</p> <p>25 A. Probably would go to -- probably a reference to the Edison</p> <p style="text-align: right;">41</p>	<p>1 United Inter-Mountain agreement that you referenced?</p> <p>2 A. I know we have it identified. I do not know if it's been</p> <p>3 provided to the opposing party. I don't know.</p> <p>4 Q. Is the BVU agreement that you're referencing, is it signed</p> <p>5 by anyone?</p> <p>6 A. The copy that I saw did not have a signature.</p> <p>7 Q. How many amendments to the 1980 BVU agreement have you</p> <p>8 seen?</p> <p>9 A. While working there, I know that there were at least --</p> <p>10 let me think here for a second. I think there were five</p> <p>11 amendments that I'm aware of. I do not know if the copy I</p> <p>12 have contains all of those amendments.</p> <p>13 Q. And my question is with regard to the documents that</p> <p>14 you've relied upon to formulate your expert opinions, how</p> <p>15 many amendments, if any, to this 1980 BVU agreement have</p> <p>16 you relied upon?</p> <p>17 A. I'm not sure what amendments it had with that one. The</p> <p>18 basis of our -- of what we're looking at in the contract</p> <p>19 is consistent in the base agreement itself.</p> <p>20 Q. And when you say the base agreement itself, that's the</p> <p>21 original 1980 agreement?</p> <p>22 A. Yes, sir.</p> <p>23 Q. And that's the aspect of the BVU agreement upon which</p> <p>24 you've relied upon in formulating your expert opinions?</p> <p>25 A. That is definitely a document I would use for expert</p> <p style="text-align: right;">43</p>
<p>1 publication that's referenced in the 1980 agreement. It's</p> <p>2 dealing with joint use pole agreements in general.</p> <p>3 Documentation as to basically the advancements in</p> <p>4 technologies. I do not have specific documentation I</p> <p>5 would reference right now. Information about</p> <p>6 CenturyLink's own deployment of fiber networking and</p> <p>7 related services. I really haven't formulated all those</p> <p>8 others, so I would have to say that would come before the</p> <p>9 court case.</p> <p>10 Q. Now, with regards to the 1980 agreement between BVU and</p> <p>11 United Inter-Mountain that you referenced, what exactly do</p> <p>12 you have document wise related to that agreement?</p> <p>13 A. We did a FOIA request and we have a copy of that agreement</p> <p>14 with applied amendments to it.</p> <p>15 Q. To whom did you serve a FOIA request on?</p> <p>16 A. What was formerly Bristol Virginia Utility Board, now BVU</p> <p>17 Authority.</p> <p>18 Q. When did you serve that FOIA request?</p> <p>19 A. Let me see if I can think back to the date here. It would</p> <p>20 have been in '22. I do not remember the exact date. Let</p> <p>21 me pause one second. It says the microphone is not</p> <p>22 working.</p> <p>23 MR. DARDEN: Okay. We're going to just press on.</p> <p>24 A. That's fine.</p> <p>25 Q. Has BrightRidge produced in this action the 1980 BVU and</p> <p style="text-align: right;">42</p>	<p>1 opinion.</p> <p>2 Q. Any other BVU documents that you've relied upon in</p> <p>3 formulating your expert opinion?</p> <p>4 A. From knowledge, not a document I could point to today that</p> <p>5 I have a copy of. From knowledge, I know how we were</p> <p>6 invoiced from CenturyLink for joint use pole agreements.</p> <p>7 I know that there were at least three pole audits</p> <p>8 performed during that 18 and a half year period.</p> <p>9 CenturyLink was very aware that fiber attachments were</p> <p>10 made in the communications space of CenturyLink owned</p> <p>11 poles.</p> <p>12 Q. So the question is with regard to documents that you rely</p> <p>13 upon for your expert opinions in this case, okay?</p> <p>14 A. Okay.</p> <p>15 Q. Besides this base 1980 agreement with BVU, are there any</p> <p>16 other documents that you've relied upon?</p> <p>17 A. Not at this time. Not to say that I may not add some</p> <p>18 things to that.</p> <p>19 Q. You also referenced the Edison agreement that's referenced</p> <p>20 in the 1980 agreement between Johnson City Power Board and</p> <p>21 United Inter-Mountain Telephone Company. What particular</p> <p>22 reference are you talking about in that Edison document?</p> <p>23 A. I mean, I have a copy of that book actually with Edison</p> <p>24 information in it. I do not have specific areas I could</p> <p>25 point you to right now that I would use.</p> <p style="text-align: right;">44</p>

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<p>1 Q. You have to lease that fiber because of the Tennessee 2 Comptroller of the Treasury regulations, right? 3 A. I don't know if there's a requirement to force it to be 4 leased. It's an option, for certain. 5 Q. So can the two divisions cross-subsidize each other? 6 A. No. 7 Q. I didn't think so. 8 A. I don't understand. I'm not saying -- I'm just saying we 9 don't have to use that fiber. If we use it, obviously, 10 we've got to pay a lease for it, but we do not have to use 11 that fiber. 12 Q. Well, you've already testified though that the broadband 13 division is leasing fiber that is attached in the electric 14 space of CenturyLink poles from the electric division, 15 correct? 16 A. Of course. 17 Q. Let me show you what we'll mark as Exhibit 7. 18 EXHIBIT #7: Curriculum vitae of Stacy D. Evans. 19 Q. Mr. Evans, Exhibit 7 is your CV that has been produced in 20 this case. Is that correct? 21 A. It is. Let me point that there is one error there on the 22 termination date at Bristol Virginia Utilities. I see it 23 says "to present". That would have ended June 2nd, 2018. 24 Q. Any other corrections that need to be made to your CV 25 marked as Exhibit 7?</p> <p style="text-align: right;">117</p>	<p>1 automated 30 of their manufacturing plants' warehousing 2 for bar code systems, computerization, monitoring 3 inventory, tracking, day-to-day operations. 4 Q. And that was through the use of a computer system? 5 A. Computer system and networking, yes, sir. 6 Q. And then if we go on up from there, it looks like starting 7 in March of 1992 you worked for Fingerhut, correct? 8 A. Correct. 9 Q. And you have under here one of the bullet points is 10 telecommunications/networking. 11 A. Uh-huh (Affirmative). 12 Q. And you've got a reference there to cabling, fiber-optic. 13 Tell me about that. 14 A. Yes, we used fiber-optic cabling within our facility. It 15 was a million square foot facility, 72 dock doors, six 16 miles of conveyor system, so we had an extensive network 17 with fiber-optic and copper connectivity between devices 18 in that facility. 19 Q. And that was under your telecommunications/networking 20 bullet point here for Fingerhut in 1992? 21 A. Yes. Can I make one more point? I do not have it on this 22 CV, but I also had working experience prior to CBM on this 23 internship with Cherry Tree Software doing computer -- 24 computer work and networking as well. 25 Q. Okay. And when was that?</p> <p style="text-align: right;">119</p>
<p>1 A. Not that I -- not that I'm aware of. 2 Q. Any additions that need to be made to your CV marked as 3 Exhibit 7? 4 A. Not that I'm aware of. 5 Q. And if we turn to the second page there of your CV marked 6 as Exhibit 7 and we look at down under education and 7 degrees, it indicates that from 1980 to 1986, that's when 8 you attended high school, correct? 9 A. Yes. 10 Q. So when the 1980 agreement between Johnson City Power 11 Board and United Inter-Mountain Telephone Company was 12 being negotiated, you were at R.B. Worthy High School, 13 correct? 14 A. I was. 15 Q. Now, if we go on up under your experience, you've got an 16 indication there starting in it looks like June of 1988 at 17 CBM Technologies, correct? 18 A. Correct. 19 Q. And it says "senior computer technician," right? 20 A. Correct. 21 Q. Tell me about what is senior computer technician? What 22 were you doing in 1988 for CBM Technologies in that 23 position? 24 A. Subcontractor with E.I. DuPont, who was a textile 25 manufacturer in the United States. We, as a contractor,</p> <p style="text-align: right;">118</p>	<p>1 A. That would have been from '87 until June of '88. 2 Q. Okay. And what did you say the company's name was? 3 A. Cherry Tree Software. They were located in Bristol, 4 Virginia. 5 Q. And what type of software were they doing at that time? 6 A. They were doing custom software for companies like 7 pharmaceutical Beecham, the coal industry, various ones. 8 I was involved with computer setup, installation, 9 connecting those together via networks. 10 Q. Would that have used fiber-optic cabling as well? 11 A. At that time, it would not have. 12 Q. Now, you've got on here from April 22, 2022, and you've 13 corrected the date to June 2nd or June 2, 2018, Bristol 14 Virginia Utilities/BVU Authority, correct? 15 A. Yes. 16 Q. Did employees of BVU go to jail while you were employed 17 there? 18 A. There were some employees that were incarcerated, yes. 19 Q. Which ones? 20 A. The chief financial officer, I think the CEO. I'm not 21 sure who all the others were because I'm not sure who 22 actually served time or didn't, to be honest with you. 23 There were other people involved. 24 Q. Who all was charged? 25 A. I don't know all of those, to be honest with you, but</p> <p style="text-align: right;">120</p>

1 there were multiple people.
2 Q. Tell me the names of the ones you do know.
3 A. Wes Rosenbalm, the CEO; Stacey Pomrenke as CFO. Actually,
4 Jim Kelley, he was no longer employed there, but I know
5 there were charges lobbied against him. There were
6 probably some other people involved, but that's the ones
7 that come to mind.
8 Q. Did you work under any of these individuals?
9 A. Yes, I worked under, not directly, but a level below Mr.
10 Rosenbalm, Wes Rosenbalm.
11 Q. So was Mr. Rosenbalm involved with the broadband of BVU?
12 A. He managed the entire organization of BVU, which had a
13 division that was broadband.
14 Q. And who was your direct report at BVU?
15 A. There were multiples.
16 Q. Well, you said there was a layer between you and Wes
17 Rosenbalm.
18 A. Right.
19 Q. Who was that layer is what I'm trying to figure out.
20 A. Well, we'd have to look at the time period you're talking
21 about. During the investigation you're referring to?
22 Q. Yeah.
23 A. Let me see, who did we have at that time? Scott Moehnke
24 was a level between me and the CEO at a given time, but
25 with some of this being influx as you said, some of those

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1 layers of management were eliminated, so it's according to
2 what given time you're referring to.
3 Q. Were you ever interviewed in relation to any of those
4 investigations?
5 A. Yes.
6 Q. Who interviewed you?
7 A. Multiple FBI agents, an IRS agent, Zach Lee who was -- I
8 forget the attorney position there with the federal
9 government.
10 Q. Why were you being interviewed?
11 A. As a witness. I was responsible for all of the IT
12 records, being E-mail systems and data, that was
13 subpoenaed. I had to attest to the validation of that
14 material and provide that to the entities.
15 Q. And what was the wrongdoing that was asserted as it
16 related to that investigation?
17 A. You know, there were multiple charges. I do not know all
18 of those charges, to be honest with you. I'm sure the
19 records are publically available.
20 Q. What are the charges that you are aware of?
21 A. I know that the CEO may have misappropriated gifts from
22 vendors.
23 Q. Anything else?
24 A. I'm sure there were, but I don't really have knowledge of
25 that right at this point in time.

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1 Q. So you claim to have knowledge related to BVU, but you
2 don't have knowledge related to a criminal investigation
3 that led to a number of high officials going to jail?
4 A. These people were no longer employees by the time they
5 were prosecuted. It was not a company related thing other
6 than me providing evidence as requested for certain date
7 periods as the investigators requested those.
8 Q. How soon after they were sentenced did you leave BVU?
9 A. I didn't leave until -- I think they were sentenced
10 probably about, what, 2016? I'm trying to go from memory
11 there. So I was over there for a couple more years later.
12 Q. And what did you do from 2016 on at BVU after these
13 individuals left?
14 A. I continued to manage the network engineering and outside
15 plant engineering teams. I also took on additional
16 responsibilities in operations as people were absent that
17 had had some of those responsibilities before.
18 Q. When you left BVU, did you take any BVU documents with
19 you?
20 A. I mean, no documents, no.
21 Q. With whom at CenturyLink, if anyone, have you ever had
22 discussions related to BVU?
23 A. I didn't really have firsthand interface with the group.
24 I know that Marcy Buckles was a primary that my staff
25 dealt with.

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1 Q. Did you ever have any conversations with Buckles?
2 A. Not that I'm aware of.
3 Q. Anybody else at CenturyLink with whom you've ever had any
4 conversations with related to BVU?
5 A. There were technicians at times. I do not remember names.
6 Typically, for the joint pole use agreement, it was
7 exchanged through our accounting department. I reviewed
8 that, reviewed it with the outside team, any type of
9 audits that were performed, and then would approve the
10 adjustment payments that were made accordingly.
11 Q. Are you appearing here today on behalf of BVU as a
12 representative of BVU?
13 A. No. You asked me the question, sir.
14 Q. And my question was actually have you had any
15 conversations with anyone at CenturyLink related to BVU.
16 And I think your answer to that is no, correct?
17 A. I thought -- you're not saying while I worked there? I
18 don't understand your context.
19 Q. Let's start with while you worked at BVU.
20 A. Okay.
21 Q. Did you have any conversations with anyone at CenturyLink?
22 A. Not directly that I recall.
23 Q. Okay. Since you've left BVU, have you had any
24 conversations with anyone at CenturyLink related to BVU?
25 A. No.

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1 CLEC (competitive local exchange carrier). Stacy
2 explained that BrightRidge did not plan to become a CLEC
3 and asked for the rate for other communication
4 attachments." End quote. Did I read that correctly?
5 A. Yes.
6 Q. And the reference to Stacy there, that's you?
7 A. Yes, that would be.
8 Q. All right. So tell me what you're writing about here.
9 A. Basically, by this time we had received objection from
10 CenturyLink about our right to attach to their poles in
11 the communications space. I was outlining internally,
12 from my understanding of the conversations and positions
13 of CenturyLink associated with that, and then provided
14 some options to review.
15 Q. And it's true that you noted that you had indicated that
16 BrightRidge did not plan to become a CLEC, correct?
17 A. At that time we didn't have a reason to.
18 Q. And as we stated today, you're still not a registered CLEC
19 as it relates to being regulated by the FCC, correct?
20 A. We are registered as a competitive local exchange carrier,
21 we are.
22 Q. So now you are regulated by the FCC?
23 A. We do not, doing business through that CLEC option, but we
24 are licensed.
25 Q. So you are a licensed CLEC, but you feel like you don't

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1 have the regulations of the FCC on you, right?
2 A. We don't act through that particular arm. We have direct
3 agreements through bandwidth.com for our telephone
4 services and haven't had the need to do a local tandem
5 interchange connection.
6 Q. So you have this CLEC license, but you're not actually
7 using it?
8 A. Correct. We're really not acting upon that today. That's
9 right.
10 Q. Okay. And when you say that you're not acting on it
11 today, that would include the deployment by the
12 BrightRidge Broadband division of attachments in the
13 communications space of CenturyLink owned poles, correct?
14 A. That could be an option.
15 Q. Well, I mean, as we're sitting here today, BrightRidge
16 Broadband division is putting attachments in the comm
17 space of CenturyLink owned poles, right?
18 A. Yes.
19 Q. Okay. And as we sit here today, BrightRidge Broadband is
20 not acting on its CLEC.
21 A. Because we have a joint use agreement that already
22 provides for that.
23 Q. Well, and you understand that there is a disagreement
24 between the parties as to whether the 1980 agreement
25 applies to the attachments that the broadband division of

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1 BrightRidge is making in the communications space of
2 CenturyLink owned poles, correct?
3 A. Yes.
4 Q. And if we look at "5 b" of your document here that's
5 marked as Exhibit 8, does that accurately reflect what
6 BrightRidge's argument was at the time?
7 A. Well, that was a stance that we understood and we
8 presented that. CenturyLink had made additional
9 attachments beyond the telephone services at that time,
10 including fiber and additional copper cables to it. It
11 was no different than us under the same agreement making
12 additional attachments as well.
13 Q. Well, what you wrote in "5 b" was, quote, "BrightRidge
14 argument against this is that when United
15 Telephone/Sprint/Embarq/CenturyLink established the joint
16 use pole agreement, that the service was for telephone
17 services. Since that time, CenturyLink has expanded their
18 attachments to include fiber-optic and additional copper
19 cables to facilitate the delivery of broadband services.
20 This is no different than BrightRidge originally providing
21 only electricity and now adding the broadband services.
22 Thus we should not pay for additional attachments any more
23 than CenturyLink did when their service offerings
24 changed." End quote. Did I read that correctly?
25 A. Yes.

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1 Q. And that's what you stated as the BrightRidge argument was
2 in relation to the timing of this document marked as
3 Exhibit 8, right?
4 A. Again, this was for internal discussions among our group
5 is what it was. There's obviously other arguments based
6 on the agreement as well.
7 Q. And who did you send this document to?
8 A. This would have went to Jeff Dykes, I'm certain, our CEO.
9 I'm not sure if anybody else was on that E-mail or not.
10 Q. So do you think this was attached to an E-mail?
11 A. Yes, I would be -- well, you know, it could have been --
12 it could have been an agenda for the discussions meeting.
13 I do not know. I would say I do not know the answer on
14 that one.
15 Q. And number six of Exhibit 8 you write, quote, "Neighboring
16 utilities (BVU, BTES, Erwin Utilities) have not paid
17 CenturyLink separately for attaching fiber-optic lines in
18 the communication zone on poles where electric line
19 attachments were already in place." End quote. Did I
20 read that correctly?
21 A. Yes.
22 Q. What was -- who was the source for that entry on number
23 six?
24 A. Well, I would have put the reference having worked at BVU,
25 I knew the situation there. I know very well the staff,

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1 such as Mike Parker and Clayton Dowell at Bristol
2 Tennessee Essential Services. Then Erwin Utilities, John
3 Fredericks.
4 Q. So the only -- the only source for this information at
5 BrightRidge is yourself?
6 A. Well, I mean, I knew it. I stated this as internal
7 communications, so I stated it from my known interaction
8 with it, yes.
9 Q. Did anybody else claim to have that knowledge who was
10 employed by BrightRidge?
11 A. I didn't ask, but David Addington, he worked at BVU before
12 as well, so he would have the knowledge. He was not -- he
13 was not involved with this conversation that I recall.
14 Q. So number six -- the entry you've got on number six came
15 from you?
16 A. Yes, me in communication with the other two parties. Yes.
17 Q. Have you ever been employed by BTES?
18 A. No, but I just told you the source.
19 Q. Have you ever been employed by Erwin Utilities?
20 A. No.
21 Q. Have you ever spoken with anyone at CenturyLink regarding
22 BTES?
23 A. I am not sure.
24 Q. Have you ever spoken with anyone at CenturyLink related to
25 Erwin Utilities?

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1 A. I'm not sure of that one either.
2 Q. Do you have any documents related to Erwin Utilities and
3 CenturyLink?
4 A. I personally do not. I understand the contract is
5 consistent with what we have.
6 Q. Have you reviewed any contract between Erwin Utilities and
7 CenturyLink?
8 A. I think I have seen a copy before.
9 Q. When?
10 A. That I'm not sure of. I would say probably -- I'm not
11 sure. It would have been probably within the past four
12 years.
13 Q. Well, have you seen a copy of any agreement between Erwin
14 Utilities and CenturyLink or have you not?
15 A. I've seen information I think was an agreement. Whether
16 it was signed, I don't know. I'm not sure.
17 Q. Who would have provided you with this?
18 A. I'm not sure because we would have looked internal and had
19 discussions. Obviously, we have relationships between the
20 various utilities. I may have asked for it, I can't
21 recall, but I'm not sure.
22 Q. What is the relationship between the various utilities?
23 A. As far as, you know, if we're all part of the TVA, there's
24 mutual meetings that we would attend together and things
25 like that.

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1 Q. What type of mutual meetings have you had in relation to
2 CenturyLink?
3 A. Oh, not about CenturyLink, no. But you said what kind of
4 relationship.
5 Q. Have you ever reviewed any documents between BTES and
6 CenturyLink?
7 A. I'm not sure.
8 Q. Now, in this Exhibit 8, you put Option 1 and Option 2 for
9 BrightRidge, right?
10 A. Yes.
11 Q. Why two options?
12 A. Let me take a second to look at that. We were presented
13 from Andy Ice an application for a pole attachment
14 agreement. I wanted to make sure that our CEO and team
15 were aware of the opportunities we had. I outlined those
16 as two options. We felt like the agreement as it stood
17 today, the 1980 agreement as amended, provided us Option 1
18 and the path forward. If we wanted to engage in the
19 secondary offer, a pole attachment agreement, then Option
20 2 outlined how we understood that to occur.
21 Q. And what option did BrightRidge choose?
22 A. We chose Option 1.
23 Q. And when BrightRidge chose Option 1, it knew that that
24 would likely result in a legal challenge, right?
25 A. Based on information provided from CenturyLink, since they

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1 said the contract did not provide for it, it sounded
2 likely.
3 Q. And if we look under Option 1, Number 3, it says, "The
4 BrightRidge legal team thinks that the likelihood of an
5 injunction stopping BrightRidge is low." Isn't that what
6 you wrote?
7 A. It does say that.
8 Q. And the BrightRidge legal team is who?
9 A. That would be Hunter, Smith & Davis.
10 Q. And then if we go down to Option 2, which is the option
11 that BrightRidge did not choose, and this would have been
12 the one where BrightRidge would have entered into a
13 separate agreement with CenturyLink to make attachments in
14 the communications space of CenturyLink poles, right?
15 A. Yes.
16 Q. Under number two, point two under that Option 2 you write,
17 second sentence says, quote, "This may also set a
18 precedence for future situations involving the joint use
19 agreements." End quote. Did I read that correctly?
20 A. Yes.
21 Q. What precedence are you talking about there?
22 A. We have an existing joint use pole agreement and this
23 would be working around that existing format.
24 Q. So what is this setting precedence for?
25 A. That basically the joint use agreement does not apply as

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1 Q. Have you had any conversations with a Marcy Buckles at
2 CenturyLink other than what we've already discussed?
3 A. Since being at BrightRidge? Is there a context to your
4 question?
5 Q. Yeah. Have you -- since you've been -- with regards to
6 the BrightRidge lawsuit, the BrightRidge issue of wanting
7 to -- the broadband division wanting to attach in the
8 communications space of CenturyLink poles, have you had
9 any conversations with Marcy Buckles about that?
10 A. No.
11 Q. What about a Maggie Burgoyne? Have you had any
12 conversations with her?
13 A. Not that I'm aware of. And I'm answering that way because
14 I don't know if some of them could have been on a
15 conference call or something with the other group. I just
16 don't recall.
17 Q. And I'm just trying to figure out if you have any
18 knowledge of speaking with any of them. If you don't have
19 any knowledge of it, so be it.
20 A. We really used Andy Ice and Andrew Chong as our interface
21 in working through the situation.
22 Q. Okay. And I take it that's true too with regards to a
23 Steve Hastings. You haven't had any conversations with
24 him about the BrightRidge dispute?
25 A. Not that I'm aware of.

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1 Q. Okay. Let's go off the record a minute.
2 ***OFF THE RECORD***
3 DIRECT EXAMINATION CONTINUES BY MR. EDWARDS:
4 Q. Let's go back on. Mr. Evans, are you an engineer at all?
5 A. I do have certifications in network engineering
6 professions.
7 Q. Are you a licensed engineer with the State of Tennessee?
8 A. No.
9 Q. Are you a licensed engineer with the Commonwealth of
10 Virginia?
11 A. Not as a PE or anything like that, no.
12 Q. When you talk about network engineering, outside of the
13 context of holding a professional engineering license,
14 what do you mean?
15 A. The industry for technology has engineering certifications
16 that you can obtain by taking certain tests that prove
17 your abilities to work with those network designs, and
18 standards, and design systems.
19 Q. Do you plan on giving any expert testimony in this case
20 regarding the concept of general engineering services?
21 A. You know, I'll have to admit that I have not formulated
22 that portion of it. I'll be very honest with you. I
23 mean, that is a part of my background, so there definitely
24 could be a case, but I can't give you an example right now
25 of what that would be.

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1 Q. Okay. And I asked you at the beginning of your deposition
2 if you recall, you know, what were the expert opinions
3 that you had generated for purposes of this case. We're
4 now here at the end of the deposition. Are there any
5 expert opinions that you have generated for this case that
6 we haven't already discussed?
7 A. I can't think of anything that has been added to it since
8 our initial discussions.
9 Q. Okay. Thank you. That's all the questions I have. Mr.
10 Evans, thank you for your time today.
11 A. Thank you.
12 AND FURTHER THE DEPONENT SAITH NOT.

STACY DEAN EVANS

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1
2 C E R T I F I C A T E
3
4 I, Rebecca Overbey, Licensed Court Reporter in and for
5 the State of Tennessee, do hereby certify that the
6 foregoing deposition of STACY DEAN EVANS was taken at the
7 time and place and for the purpose as stated in the
8 Caption; that the witness was duly sworn by me before
9 deposing; that the said deposition was recorded
10 electronically and was later transcribed to typewriting,
11 using computer technology; and that the foregoing is a true
12 and accurate transcript of the proceedings to the best of
13 my knowledge, ability and understanding.
14 WITNESS my hand and official seal at my office in
15 Kingsport (Sullivan County) Tennessee on this the 4th day
16 of January, 2023.
17
18 Rebecca Overbey
19 LICENSED COURT REPORTER
20 State of Tennessee
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